

# EXHIBIT 6

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3

4 ANN CHAE, WILLIAM J. COAKLEY, )  
5 HOON KOO, and CARLOS A. )  
6 PINEDA, Individually and on )  
7 Behalf of All Others Similarly) )  
8 Situated, )

9 Plaintiffs, )

10 vs. )

11 SLM CORPORATION, SALLIE MAE, )  
12 INC. and SALLIE MAE SERVICING )  
13 CORPORATION, )

14 Defendants. )  
15

CASE NO. CV07-02319  
ER (RCx)

16 DEPOSITION OF WILLIAM JOSEPH COAKLEY

17 LOS ANGELES, CALIFORNIA

18 FRIDAY, MARCH 7, 2008

19 9:03 A.M. to 6:15 P.M.

20 BenchmarkDepo

21 2049 Century Park East

22 Suite 4050

23 Los Angeles, California 90067

24 (310) 556-0595

25 REPORTED BY DONNA S. BAKER, CSR No. 7760

1 A Yes.

2 Q Did you read that language before you  
3 signed Defendant's Exhibit 65?

4 A I believe so, yes.

5 Q And you understood that your consolidation  
6 loan would be governed by Federal law?

7 MR. BRAUN: Objection, vague and  
8 ambiguous.

9 THE WITNESS: Yes.

10 Q BY MR. POTTS: Okay. And you agreed to  
11 that term by signing Defendant's Exhibit 65; is that  
12 correct?

13 MR. BRAUN: Objection, vague and  
14 ambiguous.

15 THE WITNESS: Yes.

16 Q BY MR. POTTS: Now, if you could look  
17 under the heading "Promise to Pay" that appears  
18 before your signature, it says, "I, the undersigned,  
19 promise to pay to the Student Loan Marketing  
20 Association, Sallie Mae, at such address as is  
21 designated by Sallie Mae such loan amount as is  
22 advanced on my behalf, to pay daily simple interest  
23 on the unpaid principal balance thereof at the rate  
24 described on the reverse side hereof, all in  
25 accordance with the repayment schedule to be

1 furnished to me, and to pay all late charges."

2 Do you see that language, sir?

3 A Yes.

4 Q Did you read that language before you  
5 signed it?

6 A Yes.

7 Q Did you understand that you were promising  
8 to repay the loan in full?

9 MR. BRAUN: Objection, vague.

10 THE WITNESS: Yes.

11 Q BY MR. POTTS: Did you understand that you  
12 were promising to pay daily simple interest on the  
13 loan?

14 MR. BRAUN: Objection, vague, ambiguous.

15 THE WITNESS: I'm sorry. Repeat the  
16 question.

17 Q BY MR. POTTS: Did you understand that you  
18 were promising to pay daily simple interest on the  
19 loan?

20 MR. BRAUN: Objection, vague and  
21 ambiguous.

22 THE WITNESS: Yes.

23 Q BY MR. POTTS: And you agreed to do that  
24 by signing, did you not?

25 A Yes.

1 Q And you agreed to that term when you  
2 signed deposition -- or Defendant's Exhibit 65, did  
3 you not?

4 MR. BRAUN: Objection, vague and  
5 ambiguous.

6 THE WITNESS: I'm sorry. One more time,  
7 just --

8 Q BY MR. POTTS: By signing Defendant's  
9 Exhibit 65, you agreed that you would pay all  
10 interest that accrues on your consolidation loan  
11 commencing on the date of the disbursement?

12 MR. BRAUN: Vague and ambiguous.

13 Q BY MR. POTTS: You agreed to that, did you  
14 not, sir?

15 MR. BRAUN: Same objection.

16 THE WITNESS: Yes.

17 Q BY MR. POTTS: Okay. And you understood  
18 when you read and signed Defendant's Exhibit 65 that  
19 you were being told that interest would accrue on  
20 your consolidation loan beginning on the date the  
21 loan funds were disbursed, did you not?

22 MR. BRAUN: Objection, vague and  
23 ambiguous.

24 THE WITNESS: Yes.

25 Q BY MR. POTTS: Okay. And the paragraph

1 above that, sir, under the heading "Interest,"  
2 paragraph one, the second sentence says, "This loan  
3 will bear daily simple interest."

4 Do you see that, sir?

5 A Wait a minute. One moment. I'm sorry.  
6 The first paragraph of one?

7 Q Yes, sir. The second sentence begins  
8 with --

9 A I see. I'm sorry.

10 Q -- "This loan will bear daily simple  
11 interest."

12 Do you see that, sir?

13 A Yes.

14 Q Okay. When you signed Defendant's Exhibit  
15 65 back in 1997, you were aware that your loan would,  
16 in fact, bear daily simple interest; is that correct?

17 MR. BRAUN: Objection, vague and  
18 ambiguous.

19 THE WITNESS: Yes.

20 Q BY MR. POTTS: Okay. And you agreed to  
21 that, did you not?

22 MR. BRAUN: Vague and ambiguous.

23 THE WITNESS: Yes.

24 Q BY MR. POTTS: On the second page of  
25 Defendant's Exhibit 65 about two-thirds down the page

1 there's some bold print that says "Forbearance."

2 Do you see that, sir?

3 A Yes.

4 Q And it says, and I quote, "If I am unable  
5 to make my scheduled payments for reasons of  
6 hardship, I may be eligible for forbearance. I  
7 understand that during a forbearance interest charges  
8 continue to accrue."

9 Do you see that language, sir?

10 A Yes.

11 Q Okay. Now, you understood that if you had  
12 a financial hardship you could get a forbearance to  
13 either reduce your payments or postpone your payments  
14 for a temporary period of time?

15 MR. BRAUN: Objection, vague and  
16 ambiguous.

17 THE WITNESS: Yes. I think I even looked  
18 into that at one point.

19 Q BY MR. POTTS: Okay. And when you signed  
20 and agreed to Defendant's Exhibit 65 you were aware  
21 that during a forbearance, interest charges would  
22 continue to accrue on your loan; is that right?

23 MR. BRAUN: Vague and ambiguous.

24 THE WITNESS: When I signed -- yeah, I  
25 guess.

1 Q BY MR. POTTS: Okay. And you agreed to  
2 that, did you not, sir?

3 MR. BRAUN: Vague and ambiguous.

4 THE WITNESS: I signed it, so yes.

5 Q BY MR. POTTS: Toward the bottom of the  
6 second page of Defendant's Exhibit 65 is some bold  
7 print that says "Late Charges. "

8 Do you see that, sir?

9 A Yes.

10 Q And it says, and I quote, "Sallie Mae may  
11 collect from me a late charge if I fail to pay all or  
12 part of a required installment payment within 10 days  
13 after it is due or if I fail to provide written  
14 evidence that verifies my eligibility to have the  
15 payment deferred as described under 'Deferment' in  
16 the promissory note. A late charge may not exceed  
17 6 cents for each dollar of each late installment."

18 Do you see that, sir?

19 A I do.

20 Q When you signed Defendant's Exhibit 65 in  
21 March 1997, you understood that if you made a payment  
22 more than 10 days after a scheduled due date, Sallie  
23 Mae could charge you a late fee?

24 A Yes.

25 MR. BRAUN: Vague and ambiguous.



1 Q BY MR. POTTS: And you agreed to that  
2 term, sir?

3 MR. BRAUN: Vague and ambiguous.

4 THE WITNESS: Yes.

5 Q BY MR. POTTS: On that same page within  
6 Defendant's Exhibit 65, there is some bold print that  
7 says "Prepayments."

8 Do you see that?

9 A Yes.

10 Q And it says, and I quote, "I may, at my  
11 option and without penalty, prepay all or any part of  
12 the principal or accrued interest of this loan at any  
13 time."

14 Do you see that, sir?

15 A Yes.

16 Q When you signed Defendant's Exhibit 65 in  
17 March 1997, you understood that you had the option to  
18 make payments early?

19 MR. BRAUN: Objection, vague and  
20 ambiguous.

21 THE WITNESS: Yes.

22 Q BY MR. POTTS: Okay. Looking above that,  
23 sir, there's a section that begins with the bold  
24 print, "Grace Period and Repayment of Principal."

25 Do you see that?

1 A Yes.

2 Q And it says, "My first payment will be due  
3 within 60 days of the date of disbursement on my  
4 Smart loan account unless I am eligible for deferment  
5 as described below."

6 A Yeah.

7 Q "The repayment schedule to be furnished to  
8 me will establish repayment terms including the  
9 length of the repayment period based on information I  
10 have furnished on this application/promissory note.  
11 The minimum installment payment is equal to not less  
12 than the accrued unpaid interest."

13 Do you see that language, sir?

14 A Yes.

15 Q Did you read that before you signed  
16 Defendant's Exhibit 65?

17 A To the best of my memory.

18 Q Did you understand it when you read it in  
19 March 1997?

20 MR. BRAUN: Objection, vague and  
21 ambiguous.

22 THE WITNESS: To the best of my memory,  
23 yes.

24 Q BY MR. POTTS: Okay. And you agreed to  
25 that term, did you not, sir?

1 Q It's entitled "Accrued Interest by Loan."

2 A Okay.

3 Q Have you accessed this or used this screen  
4 when you've logged into your Manage Your Loan  
5 Accounts?

6 A No, sir.

7 Q Are you aware that just by clicking on  
8 your -- logging into your Manage Your Loan Accounts  
9 you can access an interest calculator for your loans  
10 which will tell you how much interest accrues on your  
11 loans each day?

12 MR. BRAUN: Objection, vague and  
13 ambiguous, assumes facts not in evidence, lacks  
14 foundation.

15 THE WITNESS: By looking at this I'm aware  
16 of that now.

17 Q BY MR. POTTS: But you've never done that?

18 A No, sir.

19 Q Could you look at the next page within  
20 Defendant's Exhibit 100. This particular page  
21 contains some questions and answers.

22 Do you see that, sir?

23 A Yes, sir.

24 Q Including things like, "Is the interest on  
25 my loan tax deductible?" "What happens if I am ever

1 late on a payment?" "How does my interest accrue?"

2 Were you aware that these questions and  
3 answers were available to you on Sallie Mae's  
4 website?

5 MR. BRAUN: Objection, vague and  
6 ambiguous, assumes facts not in evidence, lacks  
7 foundation.

8 THE WITNESS: No, sir.

9 Q BY MR. POTTS: You testified before that  
10 you've been very proactive in the investigation of  
11 this case and the investigation of your claims.

12 A Yes, sir.

13 Q And yet you have not accessed the  
14 information that is available to you through your  
15 Manage Your Loan Accounts?

16 MR. BRAUN: Objection, vague, ambiguous,  
17 lacks foundation, assumes facts not in evidence,  
18 argumentative.

19 THE WITNESS: Correct.

20 Q BY MR. POTTS: Are you aware that Sallie  
21 Mae's website provides questions and answers for what  
22 it characterizes as frequently asked questions?

23 MR. BRAUN: Objection, vague, ambiguous,  
24 assumes facts not in evidence, lacks foundation.

25 THE WITNESS: I would be generally aware

PENALTY OF PERJURY CERTIFICATE

I, WILLIAM JOSEPH COAKLEY, declare that I am the witness in the within matter, that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true to my knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare, being aware of the penalties of perjury, that the foregoing answers are true and correct.

Executed this 11 day of April 2008 at

Venice, California.  
(city) (state)

  
WILLIAM JOSEPH COAKLEY